

#0001  
CAPITAL TITLE AGENCY INC.

When Recorded Mail To:

MARISCAL, WEEKS, MCINTYRE  
& FRIEDLANDER, P.A.  
2901 North Central Avenue  
Suite 200  
Phoenix, Arizona 85012  
Attention: Donald E. Dyekman, Esq.

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
20040210060 03/01/2004 16:09  
ELECTRONIC RECORDING

GRAYHAWK-13-1-1--  
Tomutac

**FIRST AMENDMENT TO  
CONDOMINIUM DECLARATION FOR  
VENU AT GRAYHAWK CONDOMINIUM**

This First Amendment to Condominium Declaration for Venu at Grayhawk Condominium (this "First Amendment") is made as of this 1st day of March, 2004, by Townhome Village at Grayhawk, LLC, an Arizona limited liability company (the "Declarant").

**RECITALS**

A. Declarant caused a Condominium Declaration for Venu at Grayhawk Condominium (the "Declaration") to be recorded on March 1, 2004, at Recording No. 2004-0207062, in the records of the County Recorder of Maricopa County, Arizona, submitting the real property described on Exhibit A to the Declaration to a condominium pursuant to the Arizona Condominium Act, A.R.S. § 33-1201, et seq.

B. Unless otherwise defined in this First Amendment, each capitalized term used in this First Amendment shall have the meaning given to such term in the Declaration.

C. Section 2.10 of the Declaration reserved to the Declarant the right to expand the Condominium by annexing and subjecting to the Declaration all or any part of the Additional Property. Section 2.10 of the Declaration further provides that an amendment annexing all or any portion of the Additional Property may divide the Additional Property being annexed into separate phases and may provide for different effective dates for the annexation of each phase.

D. The Declarant desires to annex and subject the Additional Property to the Declaration in accordance with the terms of this First Amendment.

**AMENDMENT**

**NOW, THEREFORE**, the Declarant amends the Declaration as follows:

1. For purposes of this First Amendment, each of Buildings 2 through 32, inclusive, 34 through 40, inclusive, and 42, as shown on the Plat, shall be considered a separate "Phase" of the Additional Property. The effective date of this First Amendment with respect to each Phase (which will be the date the Phase will be annexed and subjected to the Declaration) shall be the date (the "Effective Date") on which the first Unit in the Phase is conveyed to a Purchaser. Upon the Effective Date of the annexation of each Phase, the Phase shall be annexed and subjected to the Declaration and the undivided interests in the Common Elements and in the Common Expenses shall be reallocated among all the Units then subject to the Declaration so that each Unit's percentage of undivided interests in the Common Elements and in the Common Expenses of the Association shall be the percentage obtained by dividing the square footage of the Unit by the square footage of all Units then subject to the Declaration. In addition, upon the Effective Date of the annexation of each Phase, the total number of votes in the Association shall be increased to equal the number of Units then subject to the Declaration with the votes being allocated equally among all the Units so that each Unit has one (1) vote.

2. The Additional Property contains a total of 356 Units. The Identifying Numbers of the Units within the Additional Property are 1110 through 1115, inclusive, 1119 through 1124, inclusive, 1127 through 1132, inclusive, 1135 through 1140, inclusive, 1144 through 1147, inclusive, 1152 through 1155, inclusive, 1160 through 1165, inclusive, 1169 through 1174, inclusive, 1178 through 1181, inclusive, 1186 through 1189, inclusive, 1193 through 1198, inclusive, 1202 through 1207, inclusive, 1211 through 1214, inclusive, 1219 through 1222, inclusive, 1227 through 1230, inclusive, 1237 through 1240, inclusive, 1245 through 1248, inclusive, 1253 through 1256, inclusive, 1263 through 1266, inclusive, 1270 through 1275, inclusive, 1280 through 1283, inclusive, 1288 through 1291, inclusive, 1304 through 1307, inclusive, 1314 through 1317, inclusive, 1321 through 1326, inclusive, 1330 through 1333, inclusive, 1337 through 1342, inclusive, 1346 through 1351, inclusive, 2109, 2116 through 2118, inclusive, 2125, 2126, 2133, 2134, 2141 through 2159, 2166 through 2168, 2175 through 2192, inclusive, 2199 through 2201, inclusive, 2208 through 2269, inclusive, 2276 through 2293, inclusive, 2302 through 2320, inclusive, 2327 through 2336, inclusive, 2343, 2345, 2352, 3144 through 3147, inclusive, 3152 through 3155, inclusive, 3178 through 3181, inclusive, 3186 through 3189, inclusive, 3211 through 3214, inclusive, 3219 through 3222, inclusive, 3227 through 3230, inclusive, 3237 through 3240, inclusive, 3245 through 3248, inclusive, 3253 through 3256, inclusive, 3263 through 3266, inclusive, 3280 through 3283, inclusive, 3288 through 3291, inclusive, 3304 through 3307, inclusive, 3314 through 3317, inclusive, 3330 through 3333, inclusive.

3. All of the Additional Property, except for the Units, shall be Common Elements.

4. The following portions of the Common Elements in the Additional Property shall be Limited Common Elements and are allocated to the exclusive use of one Unit as follows:

(a) Any chute, flue, pipe, duct, wire, conduit or other fixture (including, but not limited to, heating and air conditioning units and related equipment and natural gas, cable television, water and electric pipes, lines or meters), located outside of the boundaries of a Unit, which serve only one Unit are a Limited Common Element

allocated solely to the Unit served;

(b) If a chute, flue, pipe, duct, wire, conduit or other fixture (including, but not limited to, hot water heaters, heating and air conditioning units and related equipment and natural gas, cable television, water and electric pipes, lines or meters) lies partially within and partially outside the designated boundaries of a Unit, the portion outside the boundaries of the Unit which serve only the Unit is a Limited Common Element allocated solely to the Unit, the use of which is limited to the Unit served;

(c) Each second floor Unit which is a Plan 1, 1(R), 2, 3, 4A, 4B, 5, 5(R), 6B, 10 or 11 is allocated the Balcony adjoining the Unit as shown on the Plat. The boundaries of each Balcony shall be as follows: (i) the lower boundary shall be the unfinished floor of the Balcony; (ii) the upper boundary shall be the unfinished ceiling of the Balcony; and (iii) the vertical boundaries shall be vertical planes corresponding to the exterior wall of the Building and the inside surface of the railing of the Balcony extended to the upper and lower boundaries.

(d) Each first floor Unit is allocated the Patio adjoining the Unit as shown on the Plat. The boundaries of each Patio should be as follows: (i) the lower boundary shall be the unfinished concrete floor of the Patio; (ii) the upper boundary shall be a horizontal plane having an elevation equal to the elevation of the finished ceiling of the Unit to which the Patio is allocated; and (iii) the vertical boundaries shall be the vertical planes corresponding to the exterior wall of the Building in which the Unit is located and interior unfinished surfaces of the fence enclosing the Patio.

(e) Each Unit is allocated the Garage listed opposite the Identifying Number of the Unit on Exhibit A attached to this First Amendment. The boundaries of each Garage shall be the interior unfinished surfaces of the perimeter walls, floor and ceiling of the Garage as shown on the Plat.

5. All the Development Rights and Special Declarant Rights granted to or reserved by the Declarant in the Declaration shall apply to the Additional Property.

6. Except as amended by this First Amendment, the Declaration shall remain unchanged and in full force and effect.

**TOWNHOME VILLAGE AT GRAYHAWK,  
LLC, an Arizona limited liability company**


By: ~~Kingston Capital Co., LLC, an Arizona  
limited liability company, Member~~

By: \_\_\_\_\_  
David C. Dewar  
Its: Manager

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February, 2004, by David C. Dewar, the Manager of Kingston Capital Co., LLC, an Arizona limited liability company, a member of Townhome Village at Grayhawk, LLC, an Arizona limited liability company, on behalf of the company.

Amber R James .  
Notary Public

 Notary Public State of Arizona  
Maricopa County  
Amber R James  
Commission Expires:  
Expires May 09, 2007

**EXHIBIT A**  
**ALLOCATION OF GARAGES**

<u>Unit</u>	<u>Garage as Shown on Plat</u>
1110	609
1111	117
1112	118
1113	119
1114	606
1115	607
1119	613
1120	127
1121	128
1122	129
1123	614
1124	616
1127	618
1128	130
1129	131
1130	132
1131	619
1132	621
1135	625
1136	184
1137	183
1138	182
1139	624
1140	622
1144	628
1145	181
1146	180
1147	633
1152	636
1153	136
1154	175
1155	641
1160	647
1161	133
1162	134
1163	135
1164	644

<u>Unit</u>	<u>Garage as Shown on Plat</u>
1165	645
1169	651
1170	145
1171	144
1172	143
1173	652
1174	654
1178	656
1179	137
1180	141
1181	661
1186	664
1187	142
1188	152
1189	669
1193	674
1194	148
1195	147
1196	146
1197	673
1198	671
1202	678
1203	158
1204	157
1205	156
1206	679
1207	681
1211	688
1212	154
1213	153
1214	683
1219	691
1220	73
1221	70
1222	696
1227	704
1228	77
1229	67
1230	699
1237	714
1238	74

<u>Unit</u>	<u>Garage as Shown on Plat</u>
1239	64
1240	709
1245	717
1246	47
1247	69
1248	722
1253	730
1254	49
1255	50
1256	725
1263	740
1264	41
1265	44
1266	735
1270	745
1271	86
1272	87
1273	88
1274	744
1275	742
1280	749
1281	94
1282	95
1283	754
1288	757
1289	90
1290	45
1291	762
1304	778
1305	28
1306	27
1307	773
1314	788
1315	20
1316	24
1317	783
1321	791
1322	108
1323	109
1324	110
1325	792

<u>Unit</u>	<u>Garage as Shown on Plat</u>
1326	794
1330	801
1331	5
1332	2
1333	796
1337	806
1338	8
1339	9
1340	10
1341	805
1342	803
1346	810
1347	113
1348	112
1349	111
1350	811
1351	813
2109	610
2116	608
2117	611
2118	612
2125	615
2126	617
2133	620
2134	626
2141	623
2142	630
2143	627
2144	629
2145	179
2146	178
2147	631
2148	634
2149	632
2150	637
2151	635
2152	638
2153	177
2154	176
2155	639
2156	642



<u>Unit</u>	<u>Garage as Shown on Plat</u>
2157	640
2158	643
2159	648
2166	646
2167	649
2168	650
2175	653
2176	657
2177	655
2178	658
2179	138
2180	140
2181	659
2182	662
2183	660
2184	665
2185	663
2186	666
2187	150
2188	151
2189	667
2190	670
2191	668
2192	675
2199	672
2200	676
2201	677
2208	680
2209	686
2210	689
2211	687
2212	149
2213	155
2214	685
2215	682
2216	684
2217	692
2218	690
2219	693
2220	71
2221	72

<u>Unit</u>	<u>Garage as Shown on Plat</u>
2222	694
2223	697
2224	695
2225	703
2226	705
2227	702
2228	76
2229	75
2230	700
2231	698
2232	701
2233	706
2234	707
2235	713
2236	715
2237	712
2238	66
2239	65
2240	711
2241	708
2242	710
2243	718
2244	716
2245	719
2246	46
2247	68
2248	720
2249	723
2250	721
2251	729
2252	731
2253	728
2254	51
2255	48
2256	727
2257	724
2258	726
2259	732
2260	733
2261	739
2262	741

<u>Unit</u>	<u>Garage as Shown on Plat</u>
2263	738
2264	40
2265	42
2266	737
2267	734
2268	736
2269	746
2276	743
2277	747
2278	750
2279	748
2280	751
2281	93
2282	92
2283	752
2284	755
2285	753
2286	758
2287	756
2288	759
2289	89
2290	91
2291	760
2292	763
2293	761
2302	777
2303	779
2304	776
2305	26
2306	29
2307	775
2308	772
2309	774
2310	780
2311	781
2312	787
2313	789
2314	786
2315	23
2316	25
2317	785

<u>Unit</u>	<u>Garage as Shown on Plat</u>
2318	782
2319	784
2320	790
2327	793
2328	800
2329	802
2330	799
2331	4
2332	3
2333	798
2334	795
2335	797
2336	807
2343	804
2345	809
2352	812
3144	188
3145	186
3146	185
3147	187
3152	173
3153	174
3154	171
3155	172
3178	169
3179	170
3180	167
3181	168
3186	165
3187	166
3188	163
3189	164
3211	161
3212	162
3213	159
3214	160
3219	83
3220	82
3221	85
3222	84
3227	80

<u>Unit</u>	<u>Garage as Shown on Plat</u>
3228	81
3229	78
3230	79
3237	61
3238	60
3239	63
3240	62
3245	57
3246	56
3247	59
3248	58
3253	54
3254	55
3255	52
3256	53
3263	37
3264	36
3265	39
3266	38
3280	102
3281	103
3282	100
3283	101
3288	98
3289	99
3290	96
3291	97
3304	34
3305	35
3306	32
3307	33
3314	16
3315	15
3316	18
3317	17
3330	12
3331	11
3332	14
3333	13

20050344210 03/22/2005 11:11  
ELECTRONIC RECORDING

**When Recorded Mail To:**

MARISCAL, WEEKS, MCINTYRE  
& FRIEDLANDER, P.A.  
2901 North Central Avenue  
Suite 200  
Phoenix, Arizona 85012  
Attention: Donald E. Dyekman, Esq.

JENNAZ-5-1-1---  
Galej

**SECOND AMENDMENT TO  
CONDOMINIUM DECLARATION FOR  
VENU AT GRAYHAWK CONDOMINIUM**

This Second Amendment to Condominium Declaration for Venu at Grayhawk Condominium (this "Second Amendment") is made as of this 21<sup>st</sup> day of March, 2005, by Townhome Village at Grayhawk, LLC, an Arizona limited liability company (the "Declarant").

**RECITALS**

A. Declarant caused a Condominium Declaration for Venu at Grayhawk Condominium (the "Initial Declaration") to be recorded at Recording No. 2004-0207062, in the records of the County Recorder of Maricopa County, Arizona, submitting certain real property described in the Declaration to a condominium pursuant to the Arizona Condominium Act, A.R.S. § 33-1201, *et seq.* The Initial Declaration was subsequently amended by the First Amendment to Condominium Declaration for Venu at Grayhawk Condominium (the "First Amendment") recorded at Recording No. 2004-0210060, in the records of the County Recorder of Maricopa County, Arizona. The Initial Declaration, as amended by the First Amendment, shall be referred to in this Second Amendment as the "Declaration."

B. Unless otherwise defined in this Second Amendment, each capitalized term used in this Second Amendment shall have the meaning given to such term in the Declaration.

C. Subsection 2.8.4 of the Declaration provides that the Declarant shall have the right to allocate as a Limited Common Element any part of the Common Elements which has not previously been allocated as Limited Common Element. Subsection 2.8.4 further provides that any such allocation by the Declarant shall be made by an amendment to Declaration executed by the Declarant.

D. The Declarant desires to amend the Declaration to allocate certain Parking Spaces as Limited Common Elements.

**AMENDMENT**

**NOW, THEREFORE**, the Declarant amends the Declaration as follows:

1. Each Unit is allocated as a Limited Common Element the Parking Space or Parking Spaces listed opposite the Identifying Number of the Unit on Exhibit A attached to this Second Amendment.

2. Except as amended by this Second Amendment, the Declaration shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Declaration, this Second Amendment shall control.

**TOWNHOME VILLAGE AT GRAYHAWK, LLC, an Arizona limited liability company**

By: Kingston Capital Co., LLC, an Arizona limited liability company, Member

By: \_\_\_\_\_  
David C. Dewar  
Its: Manager

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2005, by David C. Dewar, the Manager of Kingston Capital Co., LLC, an Arizona limited liability company, a member of Townhome Village at Grayhawk, LLC, an Arizona limited liability company, on behalf of the company.

Stephanie Lee Stroud Martensen  
Notary Public

My Commission Expires:

3.25.06



**EXHIBIT A**  
**ALLOCATION OF PARKING SPACES**

<u>Unit No.</u>	<u>Parking Space No. As Shown on Plat</u>
1111	319
1112	320
1128	318
1129	328
1131	335
1136	336
1137	342
1145	340
1153	341
1162	354
1171	352
1179	359
1180	358
1187	367
1204	375
1220	387
1229	397
1238	404
1271	416
1281	142
1282	144
1289	145
1290	147
1297	471
1298	456
1305	457
1316	461
1323	469
1332	485
1339	495
1342	301,302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 322, 323, 324, 327, 331, 343, 344, 346, 347, 348, 363, 364, 365, 366, 371, 373, 378, 379, 380, 381, 382, 388, 390, 393, 403, 405, 406, 408, 412, 511, 512, 513
2116	321
2118	325
2125	326
2126	330



<u>Unit No.</u>	<u>Parking Space No. As Shown on Plat</u>
2133	329
2142	338
2145	337
2153	339
2154	333
2156	332
2167	355
2166	351
2175	357
2180	356
2184	361
2185	360
2187	377
2188	362
2192	369
2199	368
2208	374
2209	385
2210	386
2212	383
2213	370
2215	376
2223	411
2224	410
2226	391
2227	392
2229	396
2238	394
2239	395
2247	398
2254	401
2255	429
2261	430, 441
2264	438
2267	439
2269	414
2276	146
2281	431
2282	143
2284	440
2286	413
2289	435
2290	434

<u>Unit No.</u>	<u>Parking Space No. As Shown on Plat</u>
2295	455
2297	453
2300	452
2303	454
2312	465
2316	458, 509
2317	417, 418, 419, 420, 423, 424, 425, 436, 437, 448, 449, 450, 451, 462, 466, 467, 468, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 486, 487, 488, 489, 490, 491, 492, 493, 494, 496, 497, 498, 499, 500, 501, 505, 506, 507, 508
2318	463
2319	459
2327	470
2329	504
2333	510
2344	502
2352	503
3152	345
3154	334
3178	350
3179	353
3180	349
3211	372
3212	384
3221	409
3222	422
3227	402
3228	389
3238	399
3245	407
3246	415
3247	400
3255	428
3256	426, 427
3280	432
3283	421
3290	433
3314	464
3316	460
3317	472